

IN THE SUPERIOR COURT OF WASHINGTON
IN AND FOR KING COUNTY

YONG YI,

Plaintiff,

vs.

FINANCIAL ASSISTANCE, INC.

Defendant.

NO.

**COMPLAINT FOR VIOLATIONS OF 15
U.S.C. § 1692 ET SEQ., RCW CHAPTERS
19.16 AND 19.86 ET SEQ.,**

COMES NOW Plaintiff, Yong Yi, by and through counsel, who alleges:

I. PARTIES AND JURISDICTION

1. Plaintiff Yong Yi is an individual who resides in Washington State.

2. Defendant Financial Assistance, Inc. (“FAI”), a Washington Limited Liability Company, UBI # 600 640 087, is a debt collector and collection agency doing business in Washington, and who repeatedly attempted to collect an alleged debt from the Plaintiff. FAI’s registered agent is Cella Heckman, 24624 132nd St. SE, Monroe, WA 98272.

3. Jurisdiction over Defendant is proper as Defendants is doing business in Washington State and venue is appropriate in King County, Washington.

II. FACTS

4. Plaintiff Yong Yi had a consumer relationship with Verity Credit Union (“Verity”) beginning several years ago. Verity is not presently a party to these proceedings.

5. Ms. Yi, who is 75 years old, single, and who subsists on social security income, at some point in 2015 became unable to pay her credit card account, at which point Verity engaged Defendant FAI to begin collection efforts against Ms. Yi.

6. Aside from social security income and other governmental benefits, Ms. Yi’s only asset is her home, which she shares with her adult son. As an immigrant, citizen, and retiree from foreign service to the United States government, Ms. Yi’s home represents everything that she has accomplished for herself and her family over the course of her life.

7. Since 2015, FAI has sent Ms. Yi a significant number of collection letters, many of which included insulting language (for example, one of the first letters in April 2015 accused Ms. Yi of acting “in obvious disregard” of prior collection efforts by FAI). Each collection letter appears to have stated that Ms. Yi owed a principal balance of \$2,895.70 on her Verity account, plus some amount of interest at 12 percent.

8. Ms. Yi is unsure whether 12 percent is the contractual rate which she had agreed with Verity, and FAI has not provided the contract at issue.

9. At some point in approximately 2017 or 2018, Ms. Yi acceded to FAI’s threats and began making regular monthly payments of \$30.00.

10. Despite Ms. Yi’s timely payments each month, as promised, the principal balance of \$2,895.70 never seemed to change. Mathematically, simple interest would accrue at \$28.96 per month, and thus a \$30.00 payment would (albeit slowly) reduce the principal by a small amount each month.

1 11. In 2020, amidst a global health pandemic (of which Ms. Yi was at highest risk),
2 Ms. Yi was contacted repeatedly by FAI, whose representatives, on information and belief,
3 insisted that Ms. Yi pay a greater share of the balance, or else FAI would ultimately obtain a lien
4 on her home.

5 12. The threat of a lien was extremely intimidating to Ms. Yi, as it would imperil the
6 single, most important achievement of her financial life, which was owning a home in this
7 country. Ms. Yi, who is not trained in legal matters, worried constantly about whether she could
8 be evicted from the home which she presently owned.

9 13. In a letter dated October 8, 2020, FAI again demanded payment of the of
10 \$2,895.70, plus interest of \$664.21, in a cryptic letter devoid of any meaningful content. Despite
11 its bizarre phrasing, the letter stated that FAI will “expect your response by 10-30-20,”
12 suggesting that Ms. Yi needed to take some sort of action. A copy of that letter is attached as
13 **Exhibit A**.

14 14. Throughout this time, Ms. Yi continued to make her \$30.00 payments as she had
15 promised, despite lacking any disposable or non-exempt funds.

16 15. Much to her shock, surprise, dismay, and many other emotions, Ms. Yi was
17 served with a collection lawsuit from FAI in approximately early March 2021, filed in King
18 County District Court case number 21CIV21599KCX. See **Exhibit B** (the “collection lawsuit”).

19 16. In the collection lawsuit, FAI demanded the same \$2,895.70 in principal, but
20 claimed that the interest was now \$2,069.67 (through February 2021). Only four months earlier,
21 FAI’s letter had claimed interest was only \$664.21. Ms. Yi worried that her worst fears were
22 coming true – namely, that FAI was going to try to take her home from her by way of a lien.

23 17. Objectively speaking, the collection lawsuit served no functional purpose other

1 than to scare an old woman; FAI and Verity both were aware of Ms. Yi's finances and inability
 2 to pay, and that she survived exclusively by virtue of government assistance (which is exempt
 3 from execution).

4 18. In total, Ms. Yi is unsure of the exact number of collection letters, phone calls,
 5 threats, and other efforts made by FAI in its collection campaign, which now spans six years.

6 19. As a result of FAI's actions detailed above, Plaintiff has incurred expenses in
 7 seeking and retaining counsel in connection with ascertaining her legal rights and
 8 responsibilities, on information and belief, may have suffered damaged credit, and has suffered
 9 financial uncertainty, unease, and distress caused by the false, improper, and confusing nature of
 10 the collection efforts.

11 **III. CAUSES OF ACTION**

12 **GENERAL ALLEGATIONS APPLICABLE TO ALL COUNTS**

13 20. With respect to the alleged debt, Plaintiff is a consumer as defined by 15 U.S.C. §
 14 1692a(3) and Defendant is a debt collector as defined by 15 U.S.C. § 1692a(6).

15 21. With respect to the alleged debt, Plaintiff is a "debtor" as defined by RCW
 16 19.16.100(8) and Defendant is a collection agency as defined by RCW 19.16.100(4).

17 22. For claims arising under the Fair Debt Collection Practices Act, such claims are
 18 assessed using the "least sophisticated debtor" standard. *Guerrero v. RJM Acquisitions LLC*, 499
 19 F.3d 926, 934 (9th Cir. 2007).

20 **Count 1 (and all subcounts)**

21 23. A debt collector may not use any false, deceptive, or misleading representation or
 22 means in connection with the collection of any debt. 15 U.S.C. § 1692e. This includes the false
 23 representation of the character, amount, or legal status of a debt (§ 1692e(2)), the threat to take

1 any action which cannot be legally taken (§ 1692e(5)); the false representation of information to
2 others (§ 1692e(8)); or the use of any false representation or deceptive means to collect or attempt
3 to collect a debt (§ 1692e(10)).

4 24. Defendant used false, deceptive, or misleading representations or means in
5 connection with the collection of an alleged debt when it:

- 6 a) Demanded amounts that were not owed in a lawsuit;
7 b) Misrepresented the balance owed on an alleged debt (failure to credit
8 payments);
9 c) Sent confusing and misleading letters, such as the October 2020 letter which
10 was incoherent but which also demanded a response from Ms. Yi; and
11 d) Made threats to impair Ms. Yi's property with a lien.

12 25. Therefore, Defendant violated 15 U.S.C. § 1692e, and/or its subsections, on
13 numerous occasions.

14 **Count 2 (and all subcounts)**

15 26. A debt collector may not use unfair or unconscionable means to collect or attempt
16 to collect any debt. 15 U.S.C. § 1692f.

17 27. Plaintiff realleges paragraph 24 *supra*, as constituting unfair and unconscionable
18 means to collect a debt.

19 28. Plaintiff would also assert that the entire six-year scope of FAI's collection
20 campaign, taken as a whole, constitutes unfair and unconscionable means to collect a debt from
21 Ms. Yi, who was voluntarily paying an agreed-upon amount each month.

22 29. In summary, Defendant therefore violated 15 U.S.C. § 1692f and/or § 1692f(1) on
23 numerous occasions.

GENERAL ALLEGATIONS APPLICABLE TO ALL CPA CLAIMS

30. Violations of RCW 19.16.250 are per se violations of the Consumer Protection Act (“CPA”), RCW chapter 19.86.¹ See RCW 19.16.440. RCW 19.86.090 provides for treble damages (to a limit of \$25,000) and attorney’s fees.

31. Because RCW Chapter 19.16 is enforced through RCW 19.86 *et seq.*, the below counts alleging violations of RCW Chapter 19.16 are therefore CPA violations.

32. Even minimal or nominal damages constitute “injury” under the CPA. *Panag*, 166 Wn.2d at 57. A plaintiff need not prove any monetary damages at all, as even “unquantifiable damages” suffice to establish “injury” for purposes of the CPA. *Id.* (citing *Nordstrom, Inc. v. Tampourlos*, 107 Wn.2d 735, 740 (1987)).

Count 3

33. RCW 19.16.250(21) prohibits the collection, or attempted collection, of any amounts in addition to the principal of a claim other than allowable interest, collection costs, or handling fees expressly authorized by statute, and, in the case of suit, attorney’s fees and taxable court costs.

34. Here, Defendant demanded money for amounts that were not owed through their collection lawsuit.

35. Defendant’s calculation of Ms. Yi’s payments is not clear at this time, but on information and belief, Defendant failed to credit amounts paid by Ms. Yi to the principal balance.

36. Defendant therefore violated RCW 19.16.250(21) upon each debt collection

¹ See *Panag v. Farmers Ins. Co. of Wash.*, 166 Wn.2d 27, 53 (2009) (“Consumer debt collection is a highly regulated field. When a violation of debt collection regulations occurs, it constitutes a per se violation of the CPA...”).

1 attempt which sought more money than was actually owed.

2 **Count 4**

3 37. A collection agency shall not represent or imply that an existing obligation may be
4 increased by the addition of any charges when in fact such charges may not be legally added to the
5 obligation. RCW 19.16.250(15).

6 38. Plaintiff realleges the preceding paragraphs.

7 39. Defendant therefore violated RCW 19.16.250(15) on numerous occasions.

8 **“Count” 5 – Injunctive Relief**

9 40. A plaintiff may seek injunctive relief for violations of the Consumer Protection
10 Act. RCW 19.86.090.

11 41. Plaintiff does seek injunctive relief from this Court which would enjoin
12 Defendant from collecting debts in the manner described above from both Plaintiff and any other
13 person similarly situated. *Scott v. Cingular Wireless*, 160 Wn. 2d 843, 853 (2007).

14 42. Specifically, Plaintiff seeks an injunction prohibiting Defendant from their
15 unlawful collection tactics, including but not limited to demanding money that is not owed and
16 assessing interest that is not owed.

17 43. Plaintiff has reason to believe these actions may constitute a pattern and practice
18 of behavior and have impacted other individuals similarly situated.

19 44. Injunctive relief is necessary to prevent further injury to Plaintiff and to the
20 Washington public as a whole.

21 45. Injunctive relief should therefore issue as described herein.

22 **IV. PRAYER FOR RELIEF**

23 WHEREFORE, Plaintiffs pray:

1. For Judgment against Defendant for actual damages.

2. For statutory damages of \$1,000.00, for FDCPA violations, per Plaintiff and per Defendant.

3. For statutory damages of \$2,000.00 per violation, for Washington Collection Agency Act and Consumer Protection Act violations.

4. For treble damages, pursuant to RCW 19.86.090, calculated from the damages determined by the court.

5. For costs and reasonable attorney's fees as determined by the Court pursuant to 15 U.S.C. 1692k(a)(3).

6. For injunctive relief pursuant to RCW 19.86.090 as described above.

Respectfully submitted this 17th day of March, 2021.

ANDERSON SANTIAGO, PLLC

By: /s/ Jason D. Anderson
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(206) 395-2719 (fax)

EXHIBIT A

Account No. J105163 31A/719

*****SINGLE-PIECE 44309 242 1 SP 0.500
000229
YONG YI
2010 S HANFORD ST
SEATTLE WA 98144-6409

FINANCIAL ASSISTANCE, INC.
PO BOX 7148
BELLEVUE WA 98008-1148

Creditor: VERITY CREDIT UNION Creditor Account No. xxxxxxxxxxxx0791
Balance: \$2895.70
Interest: \$664.21 0.12000 Apr.
Other Charges: \$0.00
Total Due: \$3559.91

Dear Yong Yi,

I'm writing you because of the following:

1.)

If you have any questions feel free to call. If not, I will expect your response by 10-30-20. Your efforts are appreciated.

Sincerely,
Financial Assistance, Inc.

Renee Forest
Account Representative
Extension 2236

RF/bja

This communication is from a debt collector. This is an attempt by a debt collector to collect a debt. In accordance with debt collection laws, any information obtained will be used only for that purpose.

FINANCIAL ASSISTANCE, INC.
1130 140TH AVE. N.E. SUITE 100A
BELLEVUE, WA 98005-2974
(425) 641-3235

EXHIBIT B

GÔXGÍ JJSÔÝ

King County District Court

COMPLAINT

1 6. Unjust Enrichment. Plaintiff repeats and re-alleges the allegations
2 contained in every paragraph of all preceding causes of action and by reference
3 thereto incorporates the same herein as if set forth in full.
4

5 a. Plaintiff's Assignor has provided products and/or services to
6 Defendant(s) herein and Defendant(s) has/have benefited therefrom.

7 b. Defendant(s) will be unjustly enriched if Plaintiff is not permitted
8 to recover or be fully paid for said services and/or products.
9

10 III. RELIEF REQUESTED

11 WHEREFORE, Plaintiff prays for relief against Defendant(s) YONG YI, as
12 follows:
13

14 a. For the total principal sum of \$2,895.70;

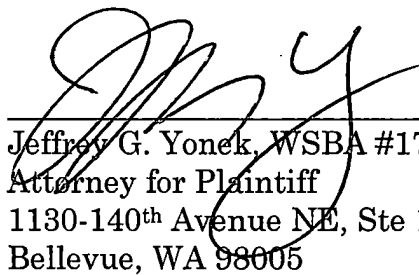
15 b. For interest at the contractual rate of 12% per annum from
16 February 23, 2015. Accrued interest through February 5, 2021 is \$2,069.67. Interest
17 is continuing to accrue at the contractual rate;
18

19 c. For Plaintiff's statutory/reasonable attorney's fees and court
20 costs. Current attorney fees are \$200.00, and current costs are estimated at \$168.00,
21 which is comprised of the following: filing fee of \$83.00, estimated service of process
22 fee of \$65.00, estimated ex-parte fee of \$20.00, collection costs of \$0.00, damages in
23 the amount of \$0.00, handling fees in the amount of \$0.00. As the underlying contract
24 has an attorney fees provision, the amount of attorney fees is subject to change based
25 on the time spent by counsel in litigating this matter. Full or partial payment of the
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27
28

1 amounts sought by the Plaintiff prior to the entry of judgment may still result in an
2 award of costs and fees outlined hereinabove; and

3
4 d. Such other and further relief as the Court may deem proper.

5 DATED this 10th day of February, 2021.

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8 
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13 (425)641-3235
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